

Trustees Sahar Lewis and Pluyd Coleman,
Plaintiffs,

v.

PNC BANK, NATIONAL ASSOCIATION,
Defendant.

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CLERK US DISTRICT COURT	
DISTRICT OF NEVADA	
BY:	<i>[Signature]</i>
DEPUTY	

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Case No. 2:25-cv-00791-ART-DJA

**RESPONSE TO MATRIX TRUST COMPANY'S MOTION TO DISMISS [ECF No. 30]
AND NOTICE OF INVOLUNTARY DISCLOSURE OF INTEREST**

Plaintiffs' Limited Response and Reservation of Rights:

Plaintiffs, proceeding *in propria persona*, respond to Matrix Trust Company's Motion to Dismiss (ECF No. 30) as follows:

1. Amended Complaint Does Not Currently Name Matrix Trust:

Plaintiffs' First Amended Complaint filed on 5/21/25 removed Matrix Trust Company as a named Defendant to streamline claims and focus litigation on primary culpable parties, specifically PNC Bank, National Association.

2. No Action Required on Motion to Dismiss:

Because Matrix Trust Company is not presently a Defendant in the operative complaint, their Motion to Dismiss is **procedurally moot**. Plaintiffs take no substantive position at this time, as no cause of action is currently pending against Matrix.

3. Notice of Involuntary Disclosure of Interest and Reservation of Rights:

Matrix Trust's unexpected reappearance and motion practice constitute an **involuntary disclosure of potential interest in the disputed instrument(s)** and underlying transaction. Plaintiffs **reserve all rights** to amend and reassert claims against Matrix Trust Company should discovery or admissions establish that it engaged in unlawful or fraudulent conduct, including but not limited to the unlawful transfer, securitization, or enforcement of the Note in violation of applicable law.

CONCLUSION

Matrix Trust Company's motion to dismiss is procedurally unnecessary at this time. Plaintiffs respectfully request the Court acknowledge their reservation of rights and deem the motion **moot without prejudice**, pending any future amendment or joinder.

Respectfully submitted,

Dated: 5/27/25

By: Sahar Lewis, Inc. UCC 1-308
Sahar Lewis, Trustee
In Propria Persona

By: Pluyd Coleman UCC 1-308
Pluyd Coleman, Trustee
In Propria Persona

Sahar Lewis, Pluyd Coleman Trustee of the Coleman Family Revocable Living Trust, et al., Plaintiff(s), v. PNC BANK, N.A., Defendant.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Case No.: 2:25-cv-00791-ART-DJA
Document No.:

**NOTICE OF INVOLUNTARY DISCLOSURE OF INTEREST AND
RESERVATION OF RIGHTS TO JOIN MATRIX TRUST COMPANY AS A
NECESSARY PARTY UNDER FRCP 19(a)**

Plaintiff Sahar Lewis, Trustee of the Coleman Family Revocable Living Trust ("Plaintiff"), respectfully submits this Notice to the Court in response to **Matrix Trust Company's Motion to Dismiss [ECF No. 30]**, and hereby states the following:

1. Matrix Trust's Reappearance Constitutes an Involuntary Disclosure of Interest

Matrix Trust Company ("Matrix") was served with the original Complaint, but was not named in the Amended Complaint filed on ~~5/25/25~~. Despite this, Matrix has now voluntarily entered an appearance and filed a Motion to Dismiss [ECF No. 30], asserting a legal position regarding the claims and underlying transactions alleged in this matter.

Such action constitutes an involuntary disclosure of an existing or latent interest in the subject matter of the dispute—specifically, the promissory note, deed of trust, and/or securities derived therefrom.

2. Potential Involvement in Unauthorized Transfer or Securitization

Upon further investigation and preparation of Plaintiff's evidentiary submissions (including forthcoming Exhibit B), it appears that Matrix Trust Company may have:

- Held, transferred, traded, or facilitated the sale of the Plaintiff's promissory note;
- Acted as an unregistered securities intermediary in the absence of Plaintiff's consent;
- Benefited from or participated in the securitization, misrepresentation, or unauthorized enforcement of the note in collusion with PNC Bank or other agents.

These activities, if proven, form a material basis for **securities fraud, unjust enrichment, conversion, and fraudulent misrepresentation.**

3. Reservation of Rights to Join Matrix Trust as a Necessary Party

Pursuant to Fed. R. Civ. P. 19(a), the Court must join any person or entity that:

- **Claims an interest relating to the subject of the action, and**
- Whose absence may impair or impede the person's ability to protect the interest or
- Leave an existing party subject to a substantial risk of incurring inconsistent obligations.

Plaintiff reserves all rights to amend the complaint and join Matrix Trust Company as a party under Rule 15 and Rule 19 based on newly surfaced disclosures, pending forensic examination of securitization records and contractual chains of title.

4. Request for Judicial Notice of Matrix's Involvement

Plaintiff respectfully requests that the Court take judicial notice of:

- Matrix Trust's appearance and filing [ECF No. 30],
- Matrix's implicit or actual admission of an interest or role in the matter,
- Matrix's current motion as a declaration of interest and active defense.

CONCLUSION

Matrix Trust Company's unsolicited entry and motion to dismiss, despite being excluded from the Amended Complaint, constitutes a material and involuntary disclosure of interest in the subject matter. Plaintiff therefore gives formal notice to the Court and opposing counsel of Plaintiff's intent to reserve rights to amend and include Matrix as a necessary party, should discovery or further investigation reveal actionable involvement.

Dated: 5/27/25

Respectfully submitted,

By: John - Amanda: Lewis
Sabar Lewis
Pluyd Coleman
Trustees, CFRLT in pro per Plaintiff
3139 Belvedere Dr Henderson Nevada [89014]
702-272-9990
thecolemanfamilytrust@gmail.com

UCC 1-308
without prejudice

Trustees Sahar Lewis and Pluyd Coleman,

Plaintiffs,

v.

PNC BANK, NATIONAL ASSOCIATION, et al.,

Defendants.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Case No. 2:25-cv-00791-ART-DJA

NOTICE OF INTERESTED PARTIES

TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

Pursuant to Local Rule 7.1-1, Plaintiffs **Sahar Lewis and Pluyd Coleman**, appearing *in propria persona* as Trustees of the **Coleman Family Revocable Living Trust**, submit the following **Notice of Interested Parties**:

The undersigned certifies that the following may have a direct, pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal:

1. **PNC Bank, National Association** – Defendant and alleged loan servicer;
2. **Matrix Trust Company** – Alleged trustee or securitization agent in dispute over Note interest;
3. **Coleman Family Revocable Living Trust** – Plaintiff trust and titleholder to the real property in question;
4. **Sahar Lewis and Pluyd Coleman** – Trustees of the Plaintiff Trust and authorized representatives in this matter.

The undersigned affirms that, other than the above, there are no known interested parties at this time.

Dated: 5/27/25

Respectfully submitted,

By: *Sahar Amanda* *[Signature]* *cc: 1-308*
Sahar Lewis, Trustee In Propria Persona

Pluyd Coleman *cc: 1-308*
Pluyd Coleman, Trustee In Propria Persona

EXHIBIT A

Matrix Trust Company's Motion to Dismiss (Involuntary Appearance)

Filed as Document No. 30 in Case No.

2:25-cv-00791-ART-DJA

United States District Court, District of Nevada

This exhibit contains the Motion to Dismiss filed by Defendant Matrix Trust Company, which filed this motion after the filing of the First Amended Complaint that named only Defendant PNC Bank. Matrix Trust Company's motion is attached for reference and response purposes, highlighting their involuntary appearance in this matter.

EX A

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2 Karyna M. Armstrong (NSBN 16044)
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3 Las Vegas, Nevada 89102
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5 *Attorneys for Defendant Matrix Trust Company*

6 **UNITED STATES DISTRICT COURT**

7 **DISTRICT OF NEVADA**

8 Coleman Family Revocable Living Trust, by and
9 through Trustees Sahar Lewis and Pluyd Coleman,

10 Plaintiff,

11 v.

12 PNC Bank, N.A., Matrix Trust Company, Clear
13 Recon Corp., Stefanie Armijo, Does 1 through 20,

14 Defendants.

Case No. 2:25-cv-00791-ART-DJA

15 **MATRIX TRUST COMPANY'S
MOTION TO DISMISS**

16 Defendant Matrix Trust Company ("Matrix"), by and through its undersigned attorneys,
17 respectfully moves this Court, pursuant to Fed. R. Civ. P. 12(b)(6), to dismiss with prejudice
18 Plaintiffs' Complaint ("Complaint"). As explained herein, Plaintiffs have failed to provide sufficient
19 factual allegations to support their claims against Matrix. Accordingly, Plaintiffs' Complaint must
be dismissed.

20 This Motion is made based on the following memorandum of points and authorities and any
21 oral argument entertained by the Court at the time of the hearing on this motion.

22 Dated this 27th day of May, 2025.

23 **McDONALD CARANO LLP**

24 By: /s/ Aaron D. Shipley

25 Aaron D. Shipley (NSBN 8258)
26 Karyna M. Armstrong (NSBN 16044)
26 2300 West Sahara Avenue, Suite 1200
27 Las Vegas, Nevada 89102
27 ashipley@mcdonaldcarano.com
27 karmstrong@mcdonaldcarano.com

28 *Attorneys for Defendant Matrix Trust Company*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The Court should dismiss this case with prejudice under Federal Rule of Civil Procedure
4 12(b)(6) because Plaintiffs fail to state any legally cognizable claim. Even when construed liberally,
5 the gravamen of Plaintiffs' Complaint is a demand for \$180,000,000.00 in damages based on an
6 alleged wrongful foreclosure and sale of the subject property. However, Plaintiffs have not pled
7 sufficient factual allegations to support any viable cause of action against Matrix. Accordingly, the
8 Court should dismiss Plaintiffs' Complaint in its entirety.

9 **II. FACTUAL AND PROCEDURAL BACKGROUND**

10 Based on the allegations in the Complaint, Plaintiffs seek to halt the foreclosure and sale of
11 the real property located at 3139 Belvedere Drive, Henderson, Nevada 89104 (the "Property"). *See*
12 Compl. at ¶¶ 1, 19–21. Plaintiffs allege they acquired title to the Property through the Coleman
13 Family Revocable Living Trust (the "Trust"), for which Plaintiffs Sahar Lewis and Pluyd Coleman
14 serve as Trustees. *Id.* at ¶¶ 1, 9. According to the Complaint, Plaintiffs notified PNC Bank, N.A.
15 ("PNC") of the Property transfer and, as Trustees, accepted "all rights, title, benefits, interests, and
16 equity owed." *Id.* at ¶¶ 10, 12. Plaintiffs further contend that the debt associated with the Property
17 was discharged under UCC § 3-603 due to PNC's alleged failure to honor the transfer instrument.
18 *Id.* at ¶¶ 14–15. Subsequently, Plaintiffs issued a Qualified Written Request ("QWR") to PNC,
19 seeking a forensic accounting of the associated loan account. In response, PNC purportedly provided
20 certain documentation. *Id.* at ¶¶ 16–18. On December 2, 2024, a Notice of Default was recorded
21 against the Property. *Id.* at ¶ 20. Following Plaintiffs' failure to make payment, a Notice of Trustee's
22 Sale was issued on March 27, 2025, scheduling a foreclosure sale approximately thirty (30) days
23 later. *Id.* at ¶¶ 20–21. No specific factual allegations were asserted against Matrix.

24 On April 9, 2025, Plaintiffs filed a Complaint in the Eighth Judicial District Court for Clark
25 County, Nevada, initiating Case No. A-25-916476-C (the "State Action"), asserting nine (9) causes
26 of action against Defendants PNC, Matrix, Clear Recon Corp., and Stefanie Armijo. *Id.* The causes
27 of action include: (1) wrongful foreclosure, (2) breach of contract, (3) violations of the Real Estate
28 Settlement Procedures Act ("RESPA"), (4) securities fraud and misrepresentation, (5) quiet title, (6)

1 injunctive relief, (7) declaratory relief, (8) emergency relief, and (9) slander of title. Plaintiffs seek
 2 monetary damages in the amount of \$180,000,000.00, as well as punitive damages, attorneys' fees
 3 and costs (despite proceeding pro se), declaratory relief quieting title, and injunctive relief enjoining
 4 the foreclosure. *Id.*

5 On April 18, 2025, Plaintiffs moved to Invoke Equity Jurisdiction, Enter Constructive Trust,
 6 and Accept Administrative Default. That same day, they also moved for Order Shortening Time to
 7 hear an Emergency Motion for Temporary Restraining Order ("TRO"). On May 2, 2025, the state
 8 court entered an order setting a hearing on Plaintiffs' Emergency Motion for TRO. On May 6, 2025,
 9 PNC removed the State Action to the United States District Court pursuant to 28 U.S.C. § 1332
 10 based on diversity jurisdiction. On May 22, 2025, the state court entered an order denying Plaintiffs'
 11 emergency motions in light of the removal to federal court.

12 **III. ARGUMENT**

13 **A. Legal Standard.**

14 To survive a motion to dismiss, a complaint "must contain sufficient factual matter, accepted
 15 as true, to 'state a claim to relief that is plausible on its face.'" *Underwood v. O'Reilly Auto Parts,*
 16 *Inc.*, 671 F. Supp. 3d 1180, 1187 (D. Nev. 2023) (*quoting Ashcroft v. Iqbal*, 556 U.S. 662, 678
 17 (2009)). A claim is plausible on its face if the "plaintiff pleads factual content that allows the court
 18 to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Iqbal*, 556
 19 U.S. at 678.

20 While plaintiffs are not required to provide "detailed factual allegations," Rule 8 of the
 21 Federal Rules of Civil Procedure demands "more than an unadorned, the-defendant-unlawfully-
 22 harmed-me accusation." *Id.* (*citing Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555 (2007)).
 23 Moreover, a court should not "assume the truth of legal conclusions merely because they are cast in
 24 the form of factual allegations." *Tyla D. v. MGM Resorts Int'l*, No. 2:24-CV-00698-APG-BNW,
 25 2024 WL 4839744, at *2 (D. Nev. Nov. 19, 2024) (*quoting Navajo Nation v. Dep't of the Interior*,
 26 876 F.3d 1144, 1163 (9th Cir. 2017)).

27 "[A] plaintiff's obligation to provide the grounds of [their] entitlement to relief requires more
 28 than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not

1 do.” *Twombly*, 550 U.S. at 555 (internal quotations omitted). In other words, “[f]actual allegations
 2 must be enough to raise a right to relief above the speculative level.” *Id.* A “plausibility”
 3 determination is a context-specific task that requires the reviewing court to draw on its judicial
 4 expertise and common sense.” *Iqbal*, 556 U.S. at 679.

5 **B. Plaintiffs Failed to Include Sufficient Factual Allegations to Support Their
 Causes of Action.**

6 *I. Wrongful Foreclosure.*

7
 8 “An action for the tort of wrongful foreclosure will lie if the trustor or mortgagor can establish
 9 that at the time the power of sale was exercised or the foreclosure occurred, no breach of condition
 10 or failure of performance existed on the mortgagor’s or trustor’s part which would have authorized
 11 the foreclosure or exercise of the power of sale.” *Collins v. Union Fed. Sav. & Loan Ass’n*, 99 Nev.
 12 284, 304, 662 P.2d 610, 623 (1983) (internal quotations and citations omitted); *see also Aguilar v.*
 13 *WMC Mortgage Corp.*, No. 2:09-CV-01416-ECR-PAL, 2010 WL 185951, at *2 (D. Nev. Jan. 15,
 14 2010 (dismissing wrongful foreclosure claim because plaintiffs “were delinquent on their mortgage
 15 payments”). The critical factual issue in a wrongful foreclosure claim is whether the trustor was in
 16 default at the time the power of sale was exercised. *Id.*

17 In this case, Plaintiffs have failed to allege facts demonstrating that they were not in default
 18 on the loan secured by the Property and held by PNC. *See generally* Compl. Plaintiffs merely offer
 19 a conclusory assertion that “Defendants lack legal standing to foreclose due to the discharged debt
 20 and failure to validate the loan.” *Id.* at ¶ 23. However, the allegations concerning the purported
 21 discharge of the debt are directed solely at PNC and do not implicate Matrix. *Id.* at ¶¶ 14–15.
 22 Accordingly, because Plaintiffs have not provided sufficient facts to support a claim for wrongful
 23 foreclosure against Matrix, this claim must be dismissed.

24 *2. Breach of Contract.*

25 Under Nevada law, breach of contract is a “material failure of performance of a duty arising
 26 under or imposed by agreement.” *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238,
 27 1240 (1987) (citation omitted). To establish breach of contract, a plaintiff must show: “(1) the
 28 existence of a valid contract, (2) a breach by the defendant, and (3) damage as a result of the breach.”

1 *Tarr v. Narconon Fresh Start*, 72 F. Supp. 3d 1138, 1141 (D. Nev. 2014) (quotations and citation
 2 omitted).

3 Here, Plaintiffs have failed to allege facts sufficient to establish the existence of a valid
 4 contract—an essential element of a breach of contract claim. Rather than identifying a specific
 5 contractual agreement between the parties, Plaintiffs assert that the alleged “[n]otice of the Trust
 6 transfer” constituted “a negotiable instrument in good faith.” Compl. at ¶¶ 10, 13. They further offer
 7 a generalized and conclusory allegation that they “performed under the contract and Defendants
 8 failed to honor the negotiable instrument.” *Id.* at ¶ 25. However, Plaintiffs provide no factual detail
 9 regarding the formation, terms, or breach of the purported contract, nor do they allege when or how
 10 any breach occurred.

11 Accordingly, because Plaintiffs have not provided sufficient facts to support the existence of
 12 a valid and enforceable contract or a breach thereof, their breach of contract claim fails as a matter
 13 of law and must be dismissed.

14 3. *RESPA Violation.*

15 Plaintiffs appear to assert a claim under the Real Estate Settlement Procedures Act
 16 ("RESPA"), alleging that Defendants failed to validate their security interest following a purported
 17 Qualified Written Request ("QWR"). Compl. at ¶ 17. However, Plaintiffs lack standing to bring this
 18 claim against Matrix. Even accepting Plaintiffs' allegations as true, they have failed to demonstrate
 19 that they suffered any actual damages—an essential element of a RESPA claim. *See Renfroe v.*
 20 *Nationstar Mortg., LLC*, 822 F.3d 1241, 1246 (11th Cir. 2016). RESPA expressly requires a plaintiff
 21 to show that they sustained actual damages as a result of the alleged violation. *See* 12 U.S.C. §
 22 2605(f)(1).

23 First, Plaintiffs' allegations concerning the alleged RESPA violation are directed solely at
 24 Defendant PNC, not Matrix. *See* Compl. at ¶¶ 13–18. Second, even assuming that Plaintiffs intended
 25 to assert this cause of action against Matrix—which they clearly have not—the Complaint still fails
 26 to allege any specific facts showing that Plaintiffs suffered damages as a direct result of the purported
 27 failure to respond to the QWR. Indeed, Plaintiffs acknowledge that PNC did respond to their request
 28 by providing documents. *Id.* ¶ 18.

1 Accordingly, Plaintiffs have neither stated a valid claim under RESPA against Matrix nor
 2 alleged any resulting damages. As such, this claim must be dismissed.

3 4. *Fraud and Misrepresentation.*

4 “To prove fraud in Nevada, a plaintiff must show by clear and convincing evidence the
 5 following elements: (1) a false representation (2) which the defendant knew to be false, (3) made
 6 with the intention of inducing the plaintiff to act in reliance upon the misrepresentation, and (4) upon
 7 which the plaintiff does in fact rely (5) to his detriment.” *Laidman v. Clark*, No. 2:11-CV-00704-
 8 LRH-PAL, 2013 U.S. Dist. LEXIS 17430, at *5, 2013 WL 508169, at *5 (D. Nev. Feb. 8, 2013).
 9 Moreover, under Federal Rule of Civil Procedure 9(b), allegations of fraud must be pled with
 10 particularity. The complaint must “be specific enough to give defendants notice of the particular
 11 misconduct which is alleged to constitute the fraud charge so that they can defend against the charge
 12 and not just deny that they have done nothing wrong.” *Magee v. California*, 236 F.3d 1014, 1019
 13 (9th Cir. 2001) (internal quotation and citation omitted).

14 Here, Plaintiffs’ fraud allegations fall far short of this standard. The sole statement in the
 15 Complaint referencing fraud is a conclusory assertion that “Defendants misrepresented their lawful
 16 ability to enforce the Note.” Compl. at ¶ 27. This allegation lacks any of the required detail
 17 concerning who made the alleged misrepresentation, when and where it was made, how it was false,
 18 and how Plaintiffs relied on it to their detriment. Because Plaintiffs have neither pled fraud with the
 19 specificity required by Rule 9(b) nor alleged facts sufficient to satisfy the substantive elements of
 20 fraud under Nevada law, this cause of action must be dismissed.

21 5. *Quiet Title.*

22 A quiet title action in Nevada is an in rem or quasi in rem proceeding governed by NRS
 23 40.010, which provides: “An action may be brought by any person against another who claims an
 24 estate or interest in real property, adverse to the person bringing the action, for the purpose of
 25 determining such adverse claim.” *Chapman v. Deutsche Bank Nat'l Trust Co.*, 129 Nev. 314, 302
 26 P.3d 1103, 129 Nev. Adv. Op. 34 (2013). While a quiet title claim does not require a rigid set of
 27 elements, it is well established that “each party must plead and prove his or her own claim to the
 28 property in question,” and a plaintiff’s right to relief “depends on the superiority of title.” *Yokeno v.*

1 *Mafnas*, 973 F.2d 803, 808 (9th Cir. 1992); *see also Hedges Transp., Inc. v. Nevada*, 562 F. Supp.
 2 521, 522 (D. Nev. 1983).

3 Here, Plaintiffs fail to allege sufficient facts to support a quiet title claim. The Complaint
 4 merely states that Plaintiffs “seek to quiet title against Defendants’ adverse claims.” Compl. at ¶ 28.
 5 This assertion is unsupported by any factual allegations demonstrating Plaintiffs’ interest in the
 6 property, the nature of the alleged adverse claims, or the superiority of Plaintiffs’ title. Plaintiffs do
 7 not attach or reference any recorded deed, trust instrument, or other documentation evidencing a
 8 present interest in the property. Because Plaintiffs have not asserted facts establishing their own title,
 9 nor have they demonstrated that their claim is superior to any adverse interest, their cause of action
 10 for quiet title must be dismissed. *See Yokeno*, 973 F.2d at 808.

11 6. *Injunctive Relief and Emergency Relief – TRO and Preliminary Injunction.*

12 Matrix is entitled to dismissal of Plaintiffs’ purported causes of action for preliminary
 13 injunction, injunctive relief, and emergency relief, as such claims are not standalone causes of action
 14 under Nevada law. Rather, injunctive relief is a remedy that may be awarded in connection with an
 15 underlying substantive claim. *See State Farm Mut. Auto. Ins. Co. v. Jasbros, Inc.*, 109 Nev. 926, 928,
 16 860 P.2d 176, 178 (1993). As the Nevada Supreme Court has explained, injunctive relief is available
 17 “to restrain a wrongful act that gives rise to a cause of action.” *Chateau Vegas Wine, Inc. v. S. Wine*
 18 & *Spirits of Am., Inc.*, 127 Nev. 818, 824, 265 P.3d 680, 684 (2011). Accordingly, Plaintiffs cannot
 19 maintain an independent cause of action solely for injunctive or emergency relief.

20 Even assuming, that such claims could be construed as independent causes of action,
 21 dismissal is still warranted because Plaintiffs have failed to allege irreparable harm—a necessary
 22 prerequisite for injunctive relief. “Irreparable harm is an injury for which compensatory damages
 23 are an inadequate remedy.” *Excellence Cnty. Mgmt. v. Gilmore*, 131 Nev. 347, 353, 351 P.3d 720,
 24 723 (2015) (internal quotation marks and citation omitted). Plaintiffs’ Complaint contains no factual
 25 allegations establishing that Matrix has caused them any harm, let alone irreparable harm. Indeed,
 26 the Complaint is devoid of any specific assertions that would satisfy this standard.

27 For these reasons, Plaintiffs’ claims for emergency relief and injunctive relief must be
 28 dismissed.

1 7. *Declaratory Relief.*

2 Plaintiffs seek a declaratory judgment that “Defendants have no lawful interest in the
3 property.” Compl. at ¶ 30. However, under Nevada law, declaratory relief is available only when the
4 following elements are satisfied: (1) a justiciable controversy exists between parties with adverse
5 legal interests; (2) the party seeking declaratory relief has a legally protectable interest in the
6 controversy; and (3) the issue is ripe for judicial determination. *Cnty. of Clark ex rel. Univ. Med.*
7 *Ctr. v. Upchurch*, 114 Nev. 749, 752, 961 P.2d 754, 757 (1998) (citing *Knittle v. Progressive Cas.*
8 *Ins. Co.*, 112 Nev. 8, 10, 908 P.2d 724, 725 (1996)). Furthermore, “litigated matters must present an
9 existing controversy, not merely the prospect of a future problem.” *Doe v. Bryan*, 102 Nev. 523,
10 525, 728 P.2d 443, 444 (1986).

11 Plaintiffs’ claim fails to satisfy these requirements. Notably, they do not allege any facts
12 establishing that they possess a legally protectable interest in the property at issue. *See generally*
13 Compl. Instead, Plaintiffs offer only a conclusory request for “a declaration that Defendants have no
14 lawful interest in the property,” without providing any supporting factual allegations or legal analysis
15 to justify the requested relief. Plaintiffs’ failure to articulate the nature of their own interest—or to
16 explain why the Court should resolve the question of title—renders the claim insufficient as a matter
17 of law.

18 Accordingly, because Plaintiffs have not established a justiciable controversy or a legally
19 protectable interest in the property, their cause of action for declaratory relief must be dismissed.

20 8. *Slander of Title.*

21 Plaintiffs’ slander of title claim fails as a matter of law. Under Nevada law, to prevail on a
22 slander of title claim, a plaintiff must establish: (1) that the defendant made a false and malicious
23 communication that disparaged the plaintiff’s title to property; and (2) that the plaintiff sustained
24 special damages as a result. *Day v. Longvue Mortg. Capital Inc.*, No. 2:19-cv-02072-GMN-VCF,
25 2020 WL 3196715, at *4 (D. Nev. June 12, 2020).

26 Plaintiffs’ Complaint contains no allegations that Matrix or any of the other Defendants made
27 any false or malicious statements concerning Plaintiffs’ title to the property. *See generally* Compl.
28 In fact, Plaintiffs fail to allege that any communication from Defendants occurred at all—let alone

1 one that could be construed as defamatory or disparaging to Plaintiffs' interest in the property. This
2 omission alone is fatal to their claim. Because Plaintiffs have not identified any allegedly disparaging
3 communication, they likewise fail to allege the requisite element of special damages. *See Day, 2020*
4 WL 3196715, at *4. Absent any factual allegations supporting either element of the claim, Plaintiffs
5 have not stated a viable cause of action for slander of title.

6 Accordingly, Plaintiffs' slander of title claim must be dismissed.

7 **IV. CONCLUSION**

8 For the foregoing reasons, Matrix respectfully requests that this Court dismiss Plaintiffs' first
9 through ninth claims for relief asserted against Matrix for failure to state a claim upon which relief
10 can be granted.

11 Dated this 27th day of May, 2025.

12 **McDONALD CARANO LLP**

13 By: /s/ Aaron D. Shipley

14 Aaron D. Shipley (NSBN 8258)
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20 karmstrong@mcdonaldcarano.com

21 *Attorneys for Defendant Matrix Trust Company*



CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of May, 2025, a true and correct copy of **MATRIX TRUST COMPANY'S MOTION TO DISMISS** was served via the United States District Court CM/ECF system on all parties or persons requiring notice.

By: /s/ *Shilah Bettinger*

An employee of McDonald Carano LLP

McDONALD & CARANO
TEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.5966

Exhibit B

Tender of Promissory Note & Declaration of Tender

This exhibit contains the lawful tender of a negotiable instrument issued by Sahar Lewis, Trustee of the Coleman Family Revocable Living Trust, as full and final payment of the alleged debt secured by the Deed of Trust on the property at 3139 Belvedere Dr, Henderson, NV.

This package includes the Declaration of Tender, the original instrument, and mailing evidence of delivery to the indentured trustee. Said tender was made in good faith and in accordance with UCC § 3-603, and its dishonor constitutes breach of contract and securities fraud under 15 U.S.C. § 77q(a).

Exhibit B – Promissory Note Tender & Declaration of Tender

Contents:

- 1. Cover Page (Exhibit B)**
- 2. Declaration of Tender by Sahar Lewis** (*sworn statement under penalty of perjury*)
- 3. Copy of the Promissory Note** (*front and back, signed*)
- 4. Tender Instruction Letter** (*sent with the instrument*)
- 5. Copy of 10k form showing indentured trustee bank matrix Trust and trustee Stefanie Armijo**
- 6. Registered Mail Proof** (*receipt, tracking printout, green card if returned*)

DECLARATION OF TENDER
(Sworn Affidavit – Pursuant to 28 U.S.C. § 1746)

I, Sahar Lewis, Trustee of the Coleman Family Revocable Living Trust, do hereby declare and affirm under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. On or about 3/3/25, I executed a lawful negotiable instrument (promissory note), backed by my full faith and credit, in an amount sufficient to satisfy and discharge the full balance of the alleged debt obligation claimed under the Deed of Trust on the property located at:

3139 Belvedere Dr, Henderson, Nevada 89014.

2. This instrument was issued and tendered in good faith to the indentured trustee *Mattix*.
~~Trust Co., Inc.~~ Trustee for PNC Bank** (Attn: Stefanie Armijo), via **Registered Mail No. RF603899505US, along with written instructions explicitly stating that said instrument was to be applied as final settlement of the obligation.

3. The mailing package was delivered on or about March 6, 2025, as confirmed by postal tracking records. No rebuttal, lawful objection, or accounting was provided by the Defendants in response.

4. The failure to apply, acknowledge, or return said instrument constitutes dishonor, breach of trust, and securities fraud, as the Defendants have continued to act as if the debt remains valid while monetizing the security for their own benefit.

5. At no time did I waive or abandon any rights, interest, or equity in the subject matter. I stand in full commercial capacity, and all rights are expressly reserved.

Executed this 27th day of May, 2025, in Clark County, Nevada.

Signature: *Sahar-Amanda Lewis*

Sahar Lewis Trustee

Coleman Family Revocable Living Trust
3139 Belvedere Dr
Henderson Nevada [89014]

UCC 1-308
without prejudice

Subscribed and sworn under 28 U.S.C. § 1746 – "Under penalty of perjury, I declare the foregoing to be true and correct."

Loan Number: 7361110206

MIN: 101267073611102063

NOTE

December 7, 2021

HENDERSON, NEVADA

3139 BELVEDERE DRIVE
 HENDERSON, NEVADA 89014
 (Property Address)

The undersigned hereby certifies this
 to be a true & correct copy of the
 Original

FIDELITY NATIONAL TITLE
 AGENCY OF NEVADA, INC.

By

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$270,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN FINANCIAL CORP., A CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.500%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on February 1, 2022. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on January 1, 2052, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

NORTH AMERICAN FINANCIAL CORP.
 375 N STEPHANIE STREET, Building 18
 HENDERSON, NV 89014

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,212.42.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Loan Number: 7361110206

MIN: 101267073611102063

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

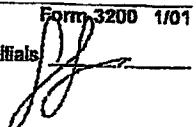
9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

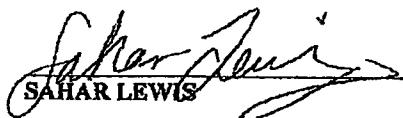


Loan Number: 7361110206

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



SAHAR LEWIS

(Seal)
-Borrower

(Seal)

-Borrower

(Sign Original Only)

Loan originator (Organization): NORTH AMERICAN FINANCIAL CORP.; NMLS #: 180736
 Loan originator (Individual): KYLE BARRETT TAPP; NMLS #: 999999

Pay to the order of
 without recourse
By: Sahar-Amanda Lewis
 SAHAR LEWIS
 Sahar Amanda Lewis
 Agent Beneficiary

Pay to the order of : PNC bank

By: Jihas-Amanda-Jenise

ALLONGE TO PROMISSORY NOTE

I am the agent Lewis :Sahar-Amanda on behalf of the principal SAHAR LEWIS. I accept all titles rights and interest in equity owed to the principal. I instruct the CFO to apply the principal SAHAR LEWIS balance to the principal SAHAR LEWIS account for set off. You have 10 days to perform your duty, failure to respond will constitute a Breach of Contractual Fiduciary responsibility and may result in legal action.

By: Sahar-Amanda Lewis, without recourse
UCC 1-308

2/27/2025

Sahar Lewis
3139 Belvedere Dr.
Henderson NV [89014]

PNC BANK TRUSTEE
Vice President Stefanie Armijo
Matrix Trust Company
717 17th Street Suite 1300
Denver CO [80202]

COPY:

Attn: General Counsel
Broadridge Financial Solutions, INC
2 Journal Square Plaza Jersey City, NJ []

Attn: Senior Vice President Peggy Chevako
The PNC Financial Services Group, INC
Attention: Executive Services Department
One PNC Plaza
249 Fifth Avenue, 21st Floor Mailstop: P1-POPP-21-B Pittsburgh, PA 15222

ATTN Indentured Trustee and all agents whom it may concern:

This letter serves as instructions for PNC Bank Indentured Trustee, Stefanie Armijo, as directed by Sahar Lewis, the beneficiary on behalf of the principal SAHAR LEWIS for PNC Bank Account # 1000783829.

In this envelope you will find:

1. The endorsed Promissory Note for the account number #**1000783829** associated with the debt.
2. 1099C Form (please complete box 2, 3, 4, 5, 6, and 7) and keep copy C for your records.

I, Lewis: Sahar-Amanda, am also accepting all rights, issues, titles, profits and beneficial interest owed to the principal, including the promissory note and Deed of Trust.

I, Lewis: Sahar-Amanda, the agent for the principal SAHAR LEWIS am officially instructing PNC Bank Indentured Trustee to discharge the debt for account #1000783829.

Stefanie Armijo or whomever is currently in position as PNC Bank Indentured Trustee is hereby instructed to use the principal's (SAHAR LEWIS) promissory note to discharge the debt

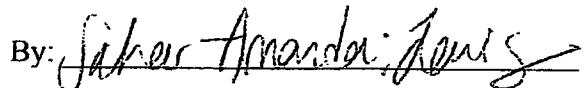
2/27/2025

associated with the principal's account #**1000783829** using the 1099-C form. Once this is completed, you are instructed to wire the promissory note through Sahar Lewis's TREASURYDIRECT L-516-860-257 Routing Number 051736158) and send a confirmation that it has been completed.

Thank you for your time and attention to this matter.

Notice to agent is notice to principal. Notice to principal is notice to agent.

Sincerely, without ill will, without prejudice, and in good faith

By: 

By: Sahar-Amanda:Lewis

ALL RIGHTS RESERVED WITHOUT PREJUDICE, WITHOUT RE COURSE i.e. all Natural Inalienable Rights Reserved

Please address all future correspondence in the matter to, namely Sahar-Amanda;Lewis beneficiary, as commonly called. Please Note: I wish to deal with this matter in writing and I do not give your organization permission to contact me by telephone.

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

PNC Bank
The Tower at PNC Plaza,
200 Fifth Ave
Pittsburgh, Pennsylvania 15222

CREDITOR'S TIN

25-1435979

DEBTOR'S TIN

6126

DEBTOR'S name

SATTAR LEWIS

Street address (including apt. no.)

3139 Belvedere Dr.

City or town, state or province, country, and ZIP or foreign postal code

Henderson NV 89014

Account number (see instructions)

1600783829

1 Date of identifiable event

December 7 2021

OMB No. 1545-1424

2 Amount of debt discharged

\$

Form 1099-C

(Rev. January 2022)

3 Interest, if included in box 2

\$

For calendar year

20

Cancellation
of Debt

Form 1099-C (Rev. 1-2022)

Cat. No. 26280W

www.irs.gov/Form1099C

Department of the Treasury - Internal Revenue Service

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8585

VOID

CORRECTED

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

1 Date of identifiable event

Form 1099-C

OMB No. 1545-1424

2 Amount of debt discharged

\$

(Rev. January 2022)

3 Interest, if included in box 2

\$

For calendar year

20

Cancellation
of Debt

CREDITOR'S TIN

DEBTOR'S TIN

DEBTOR'S name

Street address (including apt. no.)

City or town, state or province, country, and ZIP or foreign postal code

Account number (see instructions)

4 Debt description

5 Check here if the debtor was personally liable for
repayment of the debt

Copy A
For
Internal Revenue
Service Center

File with Form 1098.

For Privacy Act and
Paperwork Reduction

Act Notice, see the
current General

Instructions for
Certain Information

Returns.

Form 1099-C (Rev. 1-2022)

Cat. No. 26280W

www.irs.gov/Form1099C

Department of the Treasury - Internal Revenue Service

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8585

VOID

CORRECTED

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

1 Date of identifiable event

Form 1099-C

OMB No. 1545-1424

2 Amount of debt discharged

\$

(Rev. January 2022)

3 Interest, if included in box 2

\$

For calendar year

20

Cancellation
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CREDITOR'S TIN

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Returns.

Form 1099-C (Rev. 1-2022)

Cat. No. 26280W

www.irs.gov/Form1099C

Department of the Treasury - Internal Revenue Service

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to
Commission file number 001-09718

THE PNC FINANCIAL SERVICES GROUP, INC.

(Exact name of registrant as specified in its charter)

Pennsylvania

(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

The Tower at PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2401
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code - (888) 762-2265

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, par value \$5.00

Title of Each Class

Trading
Symbol(s)
PNC

Name of Each Exchange
on Which Registered
New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

\$1.80 Cumulative Convertible Preferred Stock - Series B, par value \$1.00

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company

Indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. '262(b)) by the registered public accounting firm that prepared or issued its audit report.

If an emerging growth company, indicate by check mark if the registrant has elected to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. '262(b)) by the registered public accounting firm that prepared or issued its audit report.

Financial statements of the registrant included in this filing reflect the continuation of an audit in progress by an independent registered public accounting firm.

To Company:

P.O. Box 52129 Phoenix, AZ 85072-2129

Matrix Trust Company

Attn: Vice President

The PNC Financial Services Group, Inc.
Attention: Executive Services Department
One PNC Plaza
249 Fifth Avenue, 21st Floor Mailstop: P1-PDPP-21-B Pittsburgh, PA 15222
Fax: 412-762-9152

For purposes of this Trust, Change in Control shall mean:

- (1) Any Person becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of 20% or more of either (x) the then-outstanding shares of common stock (the "Outstanding PNC Common Stock") or (y) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the "Outstanding PNC Voting Securities"). The following acquisitions will not constitute a Change in Control for purposes of this definition: (1) any acquisition directly from PNC, (2) a acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an "Affiliated Company"), (4) any acquisition pursuant to an Excluded Combination (as defined below) or (5) an acquisition of beneficial ownership representing between 20% and 40 inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock if the Incumbent Board (as defined below) as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;
- (2) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant otherwise unoccupied). For purposes of this definition, any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the shareholders of PNC, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board will be considered as though such individual was a member of the Incumbent Board, but excluding for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other action or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;
- (3) Consumption of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantial all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a "Business Combination"). A transaction otherwise meeting the definition of Business Combination will not be treated as a Change in Control if following completion of the transaction all or substantially all of the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction owns PNC or all or substantially all of PNC's assets either directly or through one or more subsidiaries) in substantially the

IN WITNESS WHEREOF, the Company and Trustee have executed this Agreement, as of the date first written above.

Agreed To By:

TRUSTEE:
MATRIX TRUST COMPANY

Page 30 of 31

Filed 05/28/25

BY: /s/ Stefanie Armijo -

NAME: Stefanie Armijo -

TITLE: Vice President -

Document 32
COMPANY:
The PNC Financial Services Group, Inc.

BY: /s/ Peggy Chevako

NAME: Peggy Chevako

TITLE: Senior Vice President, Director of Benefits Planning and Administration

Case 2:25-cv-00791-ART-DJA

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[FAQs >](#)

Track Packages Anytime, Anywhere

Get the free Informed Delivery® feature to receive
automated notifications on your packages

[Learn More](#)

(<https://reg.usps.com/xsell?app=UspsTools&ref=honepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com%2Fbox%2Fpages%2Fintro%2Fstart.action>)

Tracking Number:

[Remove X](#)**RF603899505US**[Copy](#)[Add to Informed Delivery \(<https://informeddelivery.usps.com/>\)](#)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:17 am on March 6, 2025 in DENVER, CO 80202.

Delivered

Delivered, Front Desk/Reception/Mail Room

DENVER, CO 80202

March 6, 2025, 10:17 am

[See All Tracking History](#)

What Do USPS Tracking Statuses
Mean?

(<https://faq.usps.com/s/article/Where-is-my-package>)

Registered No.

RF603899505US

Date Stamp

0248
55

To Be Completed By Post Office	Postage \$	\$1.77	Extra Services & Fees (continued)
	<input type="checkbox"/> Registered Mail \$	\$1.77	<input type="checkbox"/> Signature Confirmation \$
	<input type="checkbox"/> Return Receipt (hardcopy) \$	\$0.00	<input type="checkbox"/> Signature Confirmation Restricted Delivery \$
	<input type="checkbox"/> Return Receipt (electronic) \$	\$0.00	Total Postage & Fees \$
	<input type="checkbox"/> Restricted Delivery \$	\$0.00	\$1.77
	Customer Must Declare Full Value \$	\$1.00	Received by
		\$1.00	Domestic Insurance up to \$50,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	S Lewis HENDERSON, NV 89014 3139 Belvedere Dr Henderson Nevada [89014]
	TO	PNC Trustee VP Sefi Afifi Matrix Trust Company 717 17th St #1200 Denver Colorado [80202]

?

her assistance.